

**MECHANICAL / DPD COMPULSORY LICENSE AGREEMENT**

Select type of license:      **Mechanical License**      **DPD (Digital Phonorecord Delivery) License**      **Both Mechanical and DPD**

Between SacredSheetMusic.com, and \_\_\_\_\_ . Your signature under the words "AGREED TO" below will constitute an agreement between us, WHEREAS, we are the owner of the copyright(s) of the musical work(s) entitled:

<u>TITLE</u>	<u>COMPOSER/ARRANGER</u>	<u>MINUTES PLAYING TIME</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

and, WHEREAS, you desire the right, privilege and authority to use the words and/or music of said copyrighted work(s) in the manufacture of tape recordings, compact discs or as a DPD as follows: The work(s) will be recorded by the following artist(s) \_\_\_\_\_ on record label \_\_\_\_\_ under the title \_\_\_\_\_ and manufactured by \_\_\_\_\_. The quantity to be made is \_\_\_\_\_ units and will be released on the following date \_\_\_\_\_.

We are willing to grant such right, privilege and authority subject to the following:

1. We hereby grant you during the life of said copyright, the license, privilege, and authority to use said copyrighted musical work(s) on said recording, in the manufacture of and for the purpose of selling or otherwise marketing or distributing the same in tape recordings, compact discs or as a DPD on a non-exclusive basis.

2. Licensee shall have the right to make an adaptation or arrangement of the work(s) being licensed hereunder, in which event, copyright in such adaptation or arrangement shall be the exclusive property of SacredSheetMusic.com or its respective division. All adaptations or arrangements must be approved in writing by SacredSheetMusic.com. Licensee must, continue to pay the specified royalty fee for use of the adaptation or arrangement.

3. In consideration of the license, privilege and authority aforesaid, you hereby agree to pay the undersigned a royalty for every such compact disc manufactured or DPD sold at the rate of \$.091 dollars per song (9.1 cents) for each and every tape or compact disc manufactured or DPD sold. For mechanical licenses, based on the number of recordings manufactured, full royalty payment of \_\_\_\_\_ for the initial release shall be remitted with the return of this signed license unless specific arrangements have been otherwise made with SacredSheetMusic.com. For DPD licenses, payment needs to be made every six months based upon sales.

The royalty rate set forth in this license shall be effective for as long as the compulsory licensing provisions of Public Law S-553 remain unchanged. In the event said statutory royalty rate be amended by act of Congress, SacredSheetMusic.com may, at its option and sole discretion, revise the rates set forth in this license as of the effective date of any such amendment.

4. In consideration of the license, privilege and authority aforesaid, you hereby agree to include on the cassette jacket or compact disc jacket the song name, the name of the composer and the name of this licensing agency with the words, "Used By Permission."

5. You agree to furnish us within forty-five (45) of the release of the recording with one (1) copy of said compact disc. All future releases of this tape recording or compact disc do not necessitate a new mechanical license application. Royalty rates will continue to apply, though, at the then current, accepted statutory rate. When initial release has been completely sold, royalty payments and sales reporting must be made every calendar quarter to SacredSheetMusic.com.

6. In consideration of your covenant to pay the royalty aforesaid, we covenant and agree that we have lawful right to said copyright(s) and work(s), both as to words and music, and good and lawful right to give and grant this license.

7. This Agreement shall be binding upon the heirs, legal representatives, successors, and assigns of each of the parties hereto.

**AGREED TO:**

**SacredSheetMusic.com**

By \_\_\_\_\_

By \_\_\_\_\_

Dr. David G. Parker, President and CEO  
SacredSheetMusic.com  
308 Wandering Way  
Pickens, SC 29671